

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

GREATER ST. LOUIS CONSTRUCTION)
LABORERS WELFARE FUND, et al.,)

Plaintiffs,)

v.)

No. 4:08-CV-1406 CAS

JOHNSON FLATWORK &)
FINISHING, INC.,)

Defendants.)

MEMORANDUM AND ORDER

In response to plaintiffs' complaint, defendant Johnson Flatwork & Finishing, Inc. has filed, pursuant to Federal Rule of Civil Procedure 12(e), a motion for more definite statement, asserting that the allegations in plaintiffs' complaint are so vague and ambiguous that defendant cannot properly defendant against them. For the following reasons, defendant's motion will be denied.

Federal Rule of Civil Procedure 12(e) states that a motion for more definite statement is proper only "if a pleading . . . is so vague or ambiguous that a party cannot reasonably be required to frame a responsive pleading." The motion must point out the defects complained of and the details desired. Fed. R. Civ. P. 12(e). If a pleading meets the requirements of Rule 8 and fairly notifies the opposing party of the nature of a claim, a motion for more definite statement will not be granted. See Roberts v. Walmart Stores, Inc., 736 F. Supp. 1527, 1530 (E.D. Mo. 1990).

In their complaint, plaintiffs seek to recover from defendant Johnson Flatwork & Finishing, Inc., delinquent benefit contributions, liquidated damages, and interest owed to the plaintiff benefits funds pursuant to the Employee Retirement Income Security Act, 29 U.S.C. § 1132(g)(2) ("ERISA"), and the terms of a collective bargaining agreement. The complaint asserts that defendant Johnson

Flatwork & Finishing, Inc., was bound by the provisions of a collective bargaining agreement to make monthly payments to the plaintiff benefits funds in specified amounts and to submit monthly report forms, but that it has failed to submit monthly reports or make timely contributions. In addition to damages, plaintiffs seek an accounting and injunctive relief.

Upon review of the motion, it would seem that defendant's chief grievance regarding plaintiffs' complaint is that the collective bargaining agreement was not attached to the pleading. Defendant has provided no authority for the notion that a collective bargaining agreement that is the subject of a suit must be attached to a complaint. Furthermore, defendant's argument is disingenuous at best. Plaintiffs attached a copy of the collective bargaining agreement at issue to their memorandum in support of their motion for default judgment. The Court further finds that defendant's other issues with the complaint can be addressed in discovery.

The Court concludes plaintiffs' complaint meets the requirements of Rule 8 and fairly notifies defendant of the nature of the claims. The motion for more definite statement will be denied.

Accordingly,

IT IS HEREBY ORDERED that defendant Johnson Flatwork & Finishing, Inc.'s motion for a more definite statement is **DENIED**. [Doc. 14]



CHARLES A. SHAW
UNITED STATES DISTRICT JUDGE

Dated this 14th day of May, 2009.